

SERIAL 03151 C SHOWER ACCESSORIES: SHOES (NIGP CODE 20173)

DATE OF LAST REVISION: October 05, 2006 CONTRACT END DATE: December 31, 2009

DECEMBER 31, 2009
CONTRACT PERIOD THROUGH ~~DECEMBER 31, 2006~~

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **SHOWER ACCESSORIES: SHOES (NIGP CODE 20173)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 03, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

AS/mm
Attach

Copy to: Clerk of the Board
 Barry Thiem, MCSO Central Stores Warehouse
 Mirheta Muslic, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR:

**SHOWER ACCESSORIES: SHOES
(NIGP CODE 20173)**

1.0 INTENT:

The intent of this Invitation for Solicitation is to establish a three-year requirements contract for non-slip shower shoes. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

2.0 TECHNICAL SPECIFICATIONS:

2.1 SHOWER SHOES:

- 2.1.1 Cut resistant to eliminate contraband.
- 2.1.2 Open toe slip on type.
- 2.1.3 Flexible PVC.
- 2.1.4 Reverse grooves on bottom to minimize slipping.
- 2.1.5 Anti-fungal resistant.
- 2.1.6 Anti-bacteria resistant.
- 2.1.7 Massaging insole.
- 2.1.8 Water drainage vents.
- 2.1.9 Alpha sizing:
 - 2.1.9.1 S=6-6.5
 - 2.1.9.2 M=7-7.5
 - 2.1.9.3 L=8-10
 - 2.1.9.4 XL=10.5-11.5
 - 2.1.9.5 2XL=12-14
 - 2.1.9.6 3XL=15-16

2.2 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.3 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.4 DELIVERY:

Delivery is required F.O.B. **DESTINATION**, FREIGHT PRE-PAID within seven (7) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

2.5 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.6 EXPEDITED DELIVERY:

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

2.7 SHIPPING:

Bid prices shall be made F.O.B. **DESTINATION** FREIGHT PRE-PAID to the Using Agency within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

2.8 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.9 INVOICING REQUIREMENTS:

A proper invoice billed to the appropriate County agency per the purchase order instructions, whether picked up or delivered, shall accompany all item(s) purchased by the County:

All invoices shall indicate the following:

- (1) Contract number;
- (2) County purchase order number;
- (3) Quantity;
- (4) Description of material, including item number, and any backorders;
- (5) Pricing per unit.

2.10 STOCK:

The Contractor shall be expected to stock sufficient quantities as may be necessary to meet the County's needs.

2.11 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the Materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

2.12 SAMPLES:

Contractors are requested to furnish four sample pairs of shower sandals for examination by the County. All items so requested shall be furnished with the solicitation at no cost to the County and sent to the address designated to receive the Invitation for Bids. **SAMPLES WILL NOT BE RETURNED.**

2.13 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 2.13.1 Documentation from the manufacturer that the product of model has been discontinued.
- 2.13.2 Documentation that names the replacement product or model.
- 2.13.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 2.13.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 2.13.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.14 ADDITIONAL PRICING:

Contractors are ***strongly encouraged*** to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested.

2.15 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 2.15.1 One (1) original of all submissions is MANDATORY
- 2.15.2 Pricing pages, MANDATORY (Attachment A)
- 2.15.3 Vendor Information, MANDATORY (Attachment D)
- 2.15.4 Agreement page, MANDATORY (Attachment B)
- 2.15.5 Four pairs of sample shower sandals, MANDATORY

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

ANY REQUEST FOR **REASONABLE PRICE ADJUSTMENTS MUST BE SUBMITTED THIRTY (30) DAYS PRIOR TO THE CONTRACT EXPIRATION DATE.** Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.4.1 Compliance with specifications
- 3.4.2 Price
- 3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.6 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00. No other request is valid.**

3.7 INDEMNIFICATION AND INSURANCE:

3.7.1 INDEMNIFICATION.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract.

CONTRACTOR'S duty to defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.8 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.9 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

ANDREA STUPKA, PROCUREMENT CONSULTANT, 602-506-3504
(astupka@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Jack Delaney, Sheriff's Central Stores Warehouse, 602-506-3317

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.11 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" of pricing. Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

LESLIE SCOTT INC, 475 SOUTH DEPOT DRIVE SUITE #1, OGDEN, UT 84404
~~1631 W 2550 SOUTH, OGDEN, UT 84401~~

PRICING SHEET C843006
NIGP CODE 20173

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS
 BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☒ NO

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ITEM DESCRIPTION

MCSO #	SHOWER SHOES	ESTIMATED YEARLY USAGE	UNIT PRICE (PAIRS)
0109168	S=6-6.5	100	\$1.74 / pair
0109169	M=7-7.5	2,000	\$1.74 / pair
0109171	L=8-10	4,000	\$1.74 / pair
0109172	XL=10.5-11.5	7,000	\$1.74 / pair
0109173	2XL=12-14	6,000	\$1.74 / pair
0109174	3XL=15-16	1,800	\$1.74 / pair

Terms: NET 30

Vendor Number: **W000001031 X**

Telephone Number: **801-622-5895 5741**

Fax Number: 801-622-5895

Contact Person: **David Fullmer**

E-mail Address: bids@lesleescott.com

Company Web Site: www.lesleescott.com

Insurance Certificate Yes

Contract Period: To cover the period ending **December 31, 2006 2009.**